

AlphaStar Capital Management, LLC

Financial Planning Agreement

This FINANCIAL PLANNING AGREEMENT (the "Agreement") is entered into and effective as of _____ - _____, 20____ (the "Effective Date"), by and between AlphaStar Capital Management, LLC ("Adviser"), a registered investment adviser, and _____ ("Client").

1. Scope of Engagement. From and after the Effective Date, Adviser shall provide financial planning services to Client that involve the review and management of their financial resources based upon an analysis of Client's individual needs. Adviser will meet with Client to gather information about Client's financial circumstances and objectives. Adviser will review and analyze Client's information and upon completion Adviser will deliver a written plan to Client, designed to help Client achieve Client's stated financial goals and objectives. Financial plans are based on Client's financial situation at the time Adviser presents the plan to Client. Client is free at all times to accept or reject any recommendation from Adviser, and Client acknowledges that, except as otherwise provided in a separate agreement for services, Client has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice Adviser may provide. Should Client choose to act on any of Adviser's recommendations, Client is not obligated to implement the financial plan through any of Adviser's other investment advisory services.

Any changes to the scope or terms of this engagement will be set forth in writing and agreed to by all parties. To the extent Client requests that Adviser provide additional financial planning or plan updates, portfolio management, implementation services, or other advisory services subsequent to the delivery of the written plan, such services will be set forth in a separate agreement between Adviser and Client.

2. Client Responsibilities. Client agrees to provide Adviser, on a timely basis, with information and/or documentation Adviser may request in furtherance of this Agreement as it pertains to Client's income and expenses, investments, taxes, estate plan, objectives, needs and goals. This list is not all-inclusive and any other relevant information that is known to Client, or requested by Adviser, should be disclosed to Adviser promptly. Client also agrees to discuss Client's needs and goals and projected future needs candidly with Adviser and to keep Adviser informed, in writing, of changes in Client's financial situation, needs, and goals. Client acknowledges that Adviser cannot adequately perform services for Client unless Client diligently performs Client's responsibilities under this Agreement and that Adviser's analysis and recommendations are based on the information provided by Client. Adviser shall not be required to verify any information obtained from Client, Client's attorney, accountant, agents, or other professionals, and is expressly authorized to rely thereon. Client agrees to authorize all such professionals to provide Adviser with information Adviser may need.

3. Adviser's Compensation. Adviser's compensation for the financial planning services provided pursuant to this Agreement is fee-only and comes exclusively from fees paid by Client. Adviser does not receive a referral fee from any other professionals to whom Client may be referred. Adviser's compensation shall not be based on a share of any capital gains upon or capital appreciation of Client's funds or any portion of Client's funds.

The fees charged by Adviser are solely for financial planning services and do not include any commissions that might be generated upon implementation of any securities or insurance recommendations.

Fixed Fees

Depending upon the complexity of the situation and the needs of the client, the rate for creating client financial plans is generally between \$500 and \$5,000 and may be higher than stated maximum for certain clients. Fixed fees are negotiable, payable and due upon signing of this Agreement, unless agreed otherwise to allow for *flexible payment** as noted below.

- Client shall pay a one-time fixed fee equal to \$ _____
- Scheduled written plan delivery date of: _____ - _____ - _____

Hourly Fees

Depending upon the complexity of the situation and the needs of the client, the hourly fee for these services is generally between \$100 and \$350. Hourly fees are negotiable, payable and due upon the signing of this Agreement, unless agreed otherwise to allow for flexible payment as noted below.

- Total Fee \$ _____ Written recommendation (if applicable) delivery date: _____ - _____ - _____
- Client shall pay hourly rate equal to \$ _____ Estimated Hours Projected _____

An estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we notify you that you approve the additional fee.

*Flexible Fixed and Hourly payment options:

Immediate payment from ACM non-qualified account only # _____

Client initiated payment via: check credit card Frequency: Monthly Qtrly Other

Retainer Basis

For payment made on a retainer basis, the full fee as described above is due no later than the delivery of the written plan. The delivery of the written plan is typically completed within 45 days.

Other Expenses: Adviser's fees do not include custodial fees or transaction costs charged by Client's custodian and/or broker-dealer that may be incurred in implementing the financial planning recommendations provided hereunder. Each mutual fund in which Client's assets may be invested charges its own fee and other expenses as set forth in the mutual fund's prospectus.

4. Confidentiality. All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

5. Assignability and Effect. This Agreement is not assignable by either party hereto without the prior written consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns.

6. Legal & Accounting Advice. It is expressly understood and agreed that Adviser is not qualified to render any legal or accounting advice or to prepare any legal or accounting documents for the implementation of any financial planning recommendations or services provided hereunder. Client agrees that Client's personal attorney shall be solely responsible for the rendering and/or preparation of all of the following: (i) legal advice, (ii) legal opinions, (iii) legal determination and (iv) legal documents. Client further agrees that Client's personal tax adviser and/or accountant shall be solely responsible for the rendering of any and all tax or accounting related advice or services. Adviser is willing to confer with Client's legal and tax professionals to discuss any recommendations made to Client. Upon the Client's express and written request, Adviser may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, tax preparer, insurance agent, etc.). Client is under no obligation to engage the services of any such recommended professional. Client retains absolute discretion over all such implementation decisions

and is free to accept or reject any recommendation. If Client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, Client agrees to seek recourse exclusively from and against the engaged professional.

7. Client Conflicts. If this Agreement is between Adviser and related Clients (i.e. husband and wife, life partners, etc.), Adviser's services shall be based upon the joint goals communicated to the Adviser. Adviser shall be permitted to rely upon instructions from either party with respect to the services provided hereunder, unless and until such reliance is revoked in writing to Adviser. Adviser shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients. Client acknowledges and understands that Adviser cannot and will not treat information provided by either party as confidential from the other related party.

8. Client Representations. Client represents that Client has the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation to which Client is bound, whether arising out of contract, operation of law, or otherwise. In performing the services under this Agreement, Adviser shall not be required to verify any information received from Client or Client's other professionals, and Adviser is expressly authorized to rely thereon. Moreover, Client maintains sole responsibility to notify Adviser, in writing, if there is any change in Client's financial situation or investment objectives for the purpose of reviewing, evaluating or revising Adviser's previous recommendations and/or services.

9. Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

10. Term and Termination. The services shall commence when this Agreement has been executed by the Client and upon approval and acceptance by Adviser. The term of this Agreement shall conclude on Adviser's presentation of the written financial plan to Client. Either party may terminate this Agreement at any time upon written notice to the other party. Termination of this Agreement will not affect the validity of any action previously taken by Adviser under this Agreement, or Client's obligation to pay Adviser fees that have already been earned under this Agreement. Any fees incurred prior to the date of termination will be payable in full. Likewise, upon termination of this Agreement Adviser will refund the balance of any unearned fees.

11. Adviser Liability. Except as otherwise provided by federal or state securities laws, Adviser, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the implementation of the advice provided hereunder, or the acts and/or omissions of other professionals or third-party service providers recommended to Client by Adviser.

12. Notices. Any and all notices or correspondence required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address set forth under the signatures of the parties below, or such other address as either party shall have designed by notice in writing to the other party at the address provided on the signature page of this Agreement.

13. Risk Acknowledgment. Client acknowledges that Adviser has not guaranteed nor can Adviser guaranty that implementation of any of the recommendations provided hereunder will achieve their expected results.

14. Entire Agreement and Modification. This Agreement constitutes and contains the entire agreement between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. No provision of this Agreement or any of the documents referred to herein may be amended, modified, supplemented, changed, waived, discharged or terminated, except by a writing signed by each party hereto. No failure by Adviser or Client to exercise any right, power, or privilege that Adviser or Client may have under this Agreement shall operate as a waiver thereof.

15. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of North Carolina, without reference to conflict of laws principles, except to the extent other federal law preempts state law.

16. Arbitration. Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Adviser's services under this Agreement, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to paragraph 3 of this Agreement, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorney's fees and other costs of collection.

Client understands that this Agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

17. Interpretation. This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. Section headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement. Words used herein in the singular shall include the plural, and words used in the plural shall include singular, wherever the context reasonably requires. This Agreement may be signed and executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement.

18. Receipt of Disclosures. Client hereby acknowledge receipt of our Privacy Policy Notice and a copy of our written disclosure statement as set forth on Part 2 of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act, and/or applicable state law.

19. Electronic Delivery. Client expressly consents to accept communication of any disclosure information, including but not limited to Adviser's Form ADV and privacy policy disclosures, reports, billing statements, and all other forms of communication electronically whether via e-mail, web portal, CD-ROM, or other forms of electronic communication. Client asserts that Client is capable of receiving such disclosures electronically, and understands that non-public personal information may be sent via e-mail or other electronic media, and that electronic media (including e-mail) may not be as reliable or secure as other forms of communication. Client may revoke this consent at any time by providing notice to Adviser pursuant to paragraph 12 of this Agreement.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED AT SECTION 16.

ANALYSIS MAY BE PERFORMED ON:

Cash Flow Statements/Balance Sheets: Review and/or develop a personal cash flow analysis/statement. Information is used to identify the capacity for future wealth accumulation and anticipate future cash flow needs;

Income Planning; Coordination of pensions, social security, passive income, annuity income, and income produced by investments into a defined distribution plan;

Educational funding; Review of alternatives available including explanation of 529 plans;

Investment advisory – “Assets Held Away” Comprehensive review of personal investments including both full-service and self-directed assets*. Analysis may reflect asset allocation, management fees, and how the investment(s) and investment strategy integrate with client financial condition, risk tolerance, investment objectives and desired financial goals.

* Investment Adviser Representative (“IAR”) may perform individual security research based on client advised and provided criteria. This analysis shall be to assist the client in the clients’ decision-making process of their self-directed investment(s). IAR shall not place any trade(s) for client in self-directed accounts. IAR shall not have any access to any client account user id and password to view, request changes, move money or place trades in client account.

- *Alphastar Capital Management LLC does not provide specific individual securities research or offer buy, sell or hold recommendations for self-directed account assets held away.*
- *The analyses per this engagement does not include implementation of investment recommendation for any advisory services offered through Alphastar Capital Management LLC. The advisory services and portfolio management fees that result from investment into an AlphaStar Capital Management, LLC portfolio are separate from planning fees.*

Insurance Planning; Evaluation of current annuity, life and long term care insurance policies. Investment Adviser Representative (“IAR”) may compare existing policies to alternative products taking into account client tax, asset protection and estate planning strategies. If necessary, IAR may suggest products you may not have yet considered;

Personal catastrophic Planning; including an examination of various risks to your family’s financial security with recommendations to help shield you from such risks;

Retirement Planning; Analysis of current and/or projected qualified retirement benefits inclusive of company sponsored plans (401k, Profit share, Pension). May also include discussion for alternatives toward retirement asset investing and income generation;
-Social Security analysis may or may not be provided

Tax Planning; Individual or business tax analysis and strategy; May include consultation with independent tax professionals.

*AlphaStar Capital Management LLC does not provide tax advice. Consult your tax advisor to discuss any tax strategy before implementing.

Estate Management and Wealth Transfer; Including asset protection and wealth preservation, estate and or income tax on the estate, efficient titling and transfer to beneficiaries. Discussion may include strategies to minimize unavoidable taxes and alternatives for any unnecessary taxes. May include evaluation by individually contracted estate and tax attorney;

*AlphaStar Capital Management LLC does not provide legal advice. Consult your Legal Counsel to discuss any tax strategy before implementing.

Philanthropy; Analyze, organize and develop gifting strategies that benefit the charity, donor, and the donor’s family. If necessary, we may consult with an independently contracted Philanthropy specialist.

SIGNATURE PAGE FOR FINANCIAL PLANNING AGREEMENT

IN WITNESS WHEREOF, Client and Adviser have each executed this Agreement on the day, month and year first above written. By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder.

I acknowledge that I am electronically signing this document by entering my initials and typing my name below:

Name of Client:

Signature for Client:

Client Initials:

Name of Client:

Signature for Client:

Client Initials:

Client Address:

Client E-mail Address:

AlphaStar Capital Management, LLC

Signature for Adviser:

Name of Signatory
(Please print):

Adviser Initials:

Adviser Address:

19520 West Catawba Avenue
Suite 112
Cornelius, NC 28031